

1 BILL NO. S-87-04-66

2 SPECIAL ORDINANCE NO. S-119-87

3 AN ORDINANCE approving the Contract
4 for Street Lighting Res. 194-87,
5 Winterset Street, between The Weikel
6 Line Company and the City of Fort
Wayne, Indiana, in connection with
the Board of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Street Lighting Res.
10 194-87, Winterset Street, by and between The Weikel Line Company
11 and the City of Fort Wayne, Indiana, in connection with the Board
12 of Public Works and Safety, for:

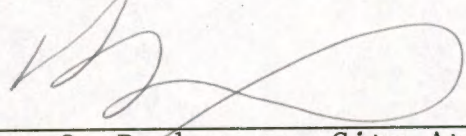
13 ornamental lighting system more
14 specifically defined as: Blue
15 Mist Road from Night Fall Road
16 to the Northern Terminus, Winterset
17 Road from Winchester Road to the
18 East property line of lots #11-#12
Winterset Addition Section 1, Night
Fall Road from Winchester Road
to the East property lines of lots
#12-#22 Winterset Addition Section
1 inclusive;

19 the Contract price is Twelve THousand Five Hundred Twenty-Five
20 and 05/100 Dollars (\$12,525.05), all as more particularly set
21 forth in said Contract, which is on file in the Office of the
22 Board of Public Works and Safety and, is by reference incor-
23 porated herein, made a part hereof, and is hereby in all things
24 ratified, confirmed and approved. Two (2) copies of said Contract
25 are on file with the Office of the City Clerk and made available
26 for public inspection, according to law.

27 SECTION 2. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all necessary
29 approval by the Mayor.

30
31 
32 Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by East, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the Ci
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ .M., E

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by East, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-12-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-119-87
on the 12th day of May, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Giacinto
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 13th day of May, 1987,
at the hour of 11:30 o'clock 7 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May,
1987, at the hour of 11:00 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: WINTERSET ADDITION

CONTRACT#: 194-87

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
		Plans and Specifications
X		Drawings
X		SPECIFICATION AND SPECIAL PROVISION

ATTACHMENTS

X		Anti-Apartheid Ordinance
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		State Board of Accounts Form 96A
X		Certificate in Lieu of Form 96A
X		Prevailing Wage Scale - State of Indiana
		Payment Bond
		Warranty Bond
X		CERTIFICATION OF NON SEGREGATED FACILITIES
X		BARRICADES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	Other %
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * *

BID SUBMITTED

CORPORATE

CONTRACTOR

INC. NOV. 14

BY:

ITS:

OFFER

DATE:

BIDDER AGREES TO KEEP BID OPEN FOR
ACCEPTANCE FOR (90 days
unless otherwise specified)

COMPLIANCE:

O.C. 6/86

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

CITY OF FORT WAYNE

MAYOR

AWARD DATE:

4-22-87

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

DATE

"NOTICE TO BIDDERS"

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete all documents will result in your bid being determined incomplete and may be reason for the City of Fort Wayne to disallow your bid:

Documents required with each bid:

1. MBE/WBE Participation Goal Statement
2. Minority/Female Hourly Utilization Goal
3. Certificate of Non-Segregated Facilities
(Federally Assisted Projects Only)
4. Non-Collusion Affidavit
5. Bidder's Bond
6. State Board of Accounts Form 96-A or
7. Certificate in Lieu of Financial Statement
(If Form 96-A has been submitted with previous bids.)

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

April 15, 19⁸⁷
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock EST on the 15 day of April, 19⁸⁷, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

WINTERSET ADDITION

RES. 194-87

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of 10 percent (10%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- ☒ (b) Prequalification Statement
- (c) CONSTRUCTION OF OPERATION SCHEDULE & COMPLETION DATE
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. WESTACRES	223 BURMA	LANDSCAPING
2. NURSERY		
3.		

- D. The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: AT THIS TIME, WE HAVE BEEN UNABLE TO LOCATE AN WBE CONTRACTOR

2. We have taken the following steps in an attempt to comply with these participation goals: RESEARCHED QUALIFIED CONTRACTORS LIST - ARE

FOR SUGGESTIONS -
(attach additional sheets as necessary)



THE WEIKEL LINE Contractor _____
By WALDROP _____
Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 25% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

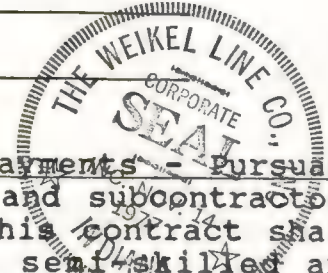
1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor THE WEIKEL LINE CO., Inc
By DON WALDROP
Its V-P



15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____

_____ (date) _____ (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☐ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☐ A. On an all or none basis.
- ☐ B. As follows: _____

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WINTERSET ADDITION

All work will be performed in accordance with: Resolution # 194-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 20.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 96* days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.* All work should be completed by August 31, 1987

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____ 198 ____.

Firm Name: _____

By: _____

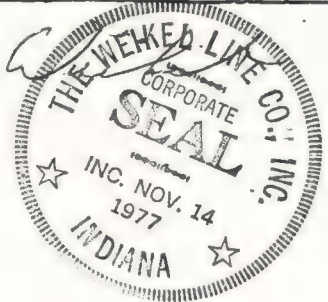
IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 15 day of April, 198 7.

THE WEIKEL LINE CO., INC
Name of Corporation

By: Don Weikel
President

ATTEST:

C. Victor Dapew Notary
Dates 15 April 87
Comm Exp 5-17-89



4/15/87

PROJECT NAME: WINTERSET ADDITION

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION	
001	Install 16' black aluminum pole, 4' deep with pole set, base wrapped with bare #6 copper wire attached to #9 split bolt	27 ea.	100.00	2700	00
002	Install TC100R luminaire & lamp	27 ea.	60.00	1620	00
003	Trench in earth 20" deep	2079 LF	.80	1663	20
004	Bore or push 1½" plastic tubing under street, trees, drives, sidewalks, etc.	1141 LF	4.00	4564	00
005	Install 2/c #6 in trench or conduit	3490 LF	.35	1221	50
006	Fine grading, seeding & mulch	2161 LF	.35	756	35
	TOTAL CONTRACTORS BID				



\$	12.525	05
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☒ NEW CONSTRUCTION
☐ MAINT.

STREET LIGHTING

MATERIAL LIST

Stock No	ISSD	Part	MAST ARMS	Stock No	ISSD	Part	WIRE
14-31			6 FT Wood POLE	4-100			2 1/2 #12 UF
14-33			30"	4-120			3/4 #10 UF
14-34			4 FT " "	4-156			1/2 #8 UF
14-36			6 FT " "	4-188			#3 VULKENE
14-37			8 FT " "	4-360			2 1/2 #6 ALUM.
14-38			12 FT 1 1/4" " "	4-363			3/4 #4 ALUM.
14-40			6 FT 1 1/4" " "	4-350			1/2 #4 UF
14-43			6 FT 2" " "	4-355		3400	2 1/2 #6 UG AWG
14-43			12 FT 2" " "	4-340			3/4 #2 DUCT-CABLE
14-46			16 FT 2" " "	18-44		675	1/2 #12 TW
14-166			6 FT 2" CONCRETE POLE				
14-172			15 FT 2" " "				
14-485			11 FT 10" 2" ALUM POLE				CONDUIT:
14-489			8 FT COMB TRAFFIC + LIGHTING	5-10			1/2"
14-480			6 FT 2" FOR ALUM. POLE	5-11			3/4"
14-482			2 FT 2" " "	5-12			1"
14-497			15 FT 2" FOR 50 FT POLE	5-13			1 1/4"
14-492			8 FT FOR 14-490 POLE	5-14		1351	1 1/2"
				5-15			2"
			FIXTURES				
14-69			PMA-117	21-83			2" PLASTIC
14-104			175 WATT TOWN & COUNTRY	19-291			1 1/2" TUBING
14-138			400 " " "				
14-175			SING. STYLE AIR				CONTROLS
14-176			TWIN STYLE AIR				30 AMP
14-342			400 WATT MERC W/PC				40 AMP
14-345			400 " " N/PC				60 AMP
14-357			4 SIDED HADCA 175W			2	100 AMP.
14-358			175 W LAMIN AIR				
14-353			4 SIDED HADCO				
14-356			175 W PACKAGE LIGHT				
14-365			175 W W/PC				PHOTO CELLS
14-366			175 W OPEN				
14-367			175 W N/PC			2	1000 WATT 120 Volt.
	27		100 W Sodium T.P.C				1500 WATT 120 Volt
			150 W " ENCLOSED				1000 WATT 240 Volt
14-384			250 W " "				STARTING CAP.
14-385			400 W " "				
14-386			1000 W " "				
14-387			250 W " ELEM				MISC.
			400 W. FLOOD MERC.	3-20			J. Hook
			1000 W " "	3-21			GRIP
			1500 W QUARTZ M.B				
			" " " N.B	19-267		9	TAPE (88)
			" " " W.B				
			2 LAMP FLARE			54	OB-22 FITTINGS
			4 " "			54	C-5 COVERS
			Socket POSITION			27	#9 SPLIT BOLT
			POLES				
14-71			18 FT FOR PMA			135	#6 AWG GROUND WIRE
14-149			25 FT ALUM FOR TRANS. BASE				
14-163			25 FT CONCRETE (IN LINE)			2	FARGO PEDESTAL & STAKE
14-163X			" " " (DEAD END)				
14-164			28 FT " " "				
14-165			28 FT " (IN LINE)				
14-174			27 FT " Bolt DOWN				
14-450		27	16 FT EMBEDDED BLK				
14-452			16 FT " SILVER				
14-454			12 FT ANCHOR BASE BLK				
14-456			12 FT " " SILVER				
14-458			8 FT " " BLK				
14-470			30' " " UNDERGROUND				
14-472			30' " " O.H. (IN LINE)				
14-474			30' " " (DEAD END)				
14-476			35' " " UNDERGROUND				
14-478			35' " " 2-BKT				
14-479			35' " " 1-BKT				
14-490			35' " " TRANS. BASE				
14-491			TRANS BASE - 35' POLE				
14-495			50' ALUM 3/4 TRANS. BASE				
14-496			TRANS BASE - 50 FT POLE				

55838-B

DATE

RECEIVED BY

WORK ORDER

DATE

ISSUED BY

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Engineering Dept.

Resolution # 104-87

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana, or an agent appointed by said Board.

The plans for this project, entitled

WINTERSET ADDITION

Public Safety

If at any time, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall

at all times keep the work site clean and free of dust.

Co-operation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to co-operate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling I.U.P.P.S. 1-800-382-5544.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the contract documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot, to be furnished by the contractor. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, driveways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller

(0. D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq. ft. chewing fescue; 2 lbs./1000 sq. ft. perennial rye; 2 lbs./1000 sq. ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Foundation

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.
2. That the cable coding at all the termination points is consistent with cable coding at the supply point.
3. That the power cables are not crossed with the Neutral or with each other.
4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such portions as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be in-

stalled in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

Progress Payments

This project is being financed by the Barrett Law revolving fund whereby the property owner will contribute \$3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to hold all bonds which may be issued in payment of the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer, and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90%) of the monthly estimate or the original contract sum which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Controls

Contractor will install ", 90 ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

REMOVAL

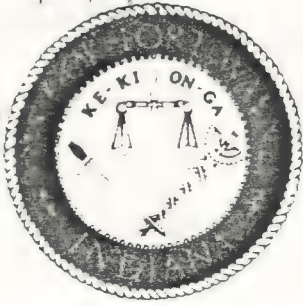
The City of Fort Wayne Maintenance Contractor will be responsible for removal of existing street light poles, fixtures, mast arms, etc., on the streets only in this area.

SALVAGE

All removal items designated as salvagable by the project engineer shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor. (See removal).

WAGE SCALE

There are two (2) wage scales enclosed in the bid document, Indiana-Fort Wayne Wage Scale and the Federal Wage Scale; the higher wage scale should be followed.



The City of Fort Wayne

Board of Public Works and Safety

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Public Works and Safety that the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

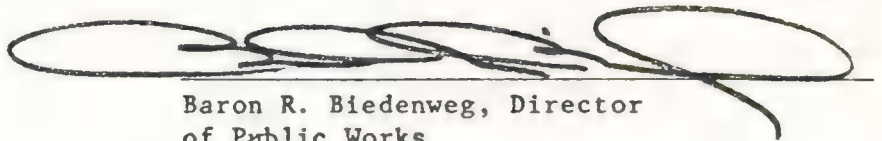
Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1985.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

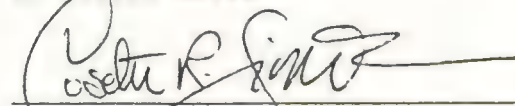
Effective January 1, 1987, a form will be included in bid documents requiring contractor to list name (s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

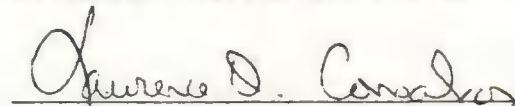
THE FORT WAYNE BOARD OF PUBLIC WORKS & SAFETY



Baron R. Biedenweg, Director
of Public Works



Cosette R. Simon, Director
of Administration and Finance



Lawrence D. Consalvos, Director
of Public Safety

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
<u>DON CAMPBELL</u>	<u>447-2434</u>
<u>DON WALROP</u>	<u>447-4778</u>
<u>DON WEIKEL</u>	<u>657-5877</u>
<u> </u>	<u> </u>

THE WEIKEL LINE
Contractor

Resolution No. 194-87

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 4-15, 1987 THE WEIKEL LINE
(Name of Bidder)

By DON WALDROP

Official Address (including ZIP code):

Box 278

V-P
Title

WOODBURN, IN

46797



It is the policy of THE WEIKEL LINE that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy THE WEIKEL LINE will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The THE WEIKEL LINE will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.



THE WEIKEL LINE CO., INC.
(Name of Company)

Al Waldrop
(Signature of Company Official)

4-15-87
(Date)

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, THE WEIKEL LINE COMPANY, INC. as principal

and THE CINCINNATI INSURANCE COMPANY

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of 10% of Maximum Bid - - - - - DOLLARS (\$ - - - - -),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 15th

day of April, 19 87.

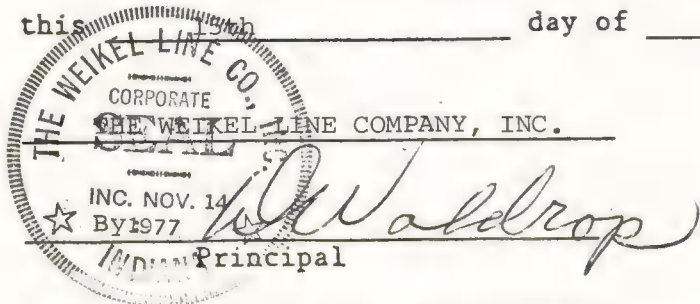
The condition of this obligation is such that if the accompanying bid or proposal of erecting and installing street lights at Winterset Addition, Resolution

#194-87

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this _____ day of April, 19 87.



THE CINCINNATI INSURANCE COMPANY

* By: Donald R. Rush
Surety
Donald R. Rush, Attorney-in-fact

*If signed by an agent appropriate power of attorney shall be attached

STREET LIGHTING RESOLUTION

NO. 194-87

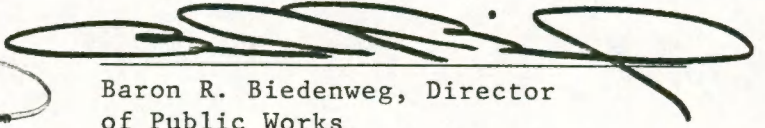
WINTERSET ADDITION

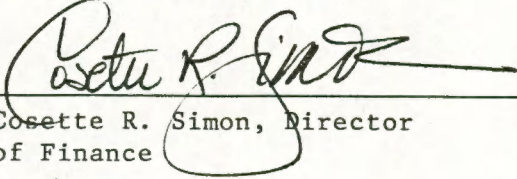
The Board of Public Works and Safety of the City of Fort Wayne, Indiana, having been petitioned by certain property owners of the Winterset Addition, hereby deems it necessary to install an underground ornamental lighting system for the Winterset Addition, more specifically defined as: Blue Mist Road from Night Fall Road to the Northern Terminus, Winterset Road from Winchester Road to the East property lines of lots #11-#12 Winterset Addition Section 1, Night Fall Road from Winchester Road to the East property lines of lots #21-#22 Winterset Addition Section 1 inclusive, all in accordance with the plans and specifications on file in the office of the Board of Public Works and Safety of said City and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

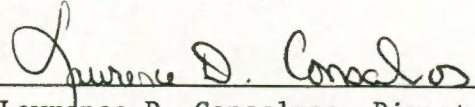
A maximum cost of \$3.27 per lineal foot of property shall be assessed upon real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at ~~one-half (1/2) the local prime rate on this date but not lower than~~ nine (9) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in the Indiana Statutes. All proceedings and any work done in said lighting assessment of property and collection of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 11th day of February 1987.

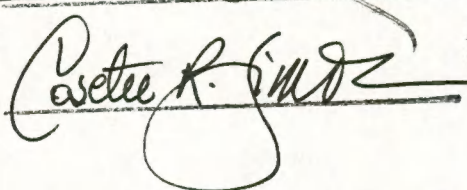
BOARD OF PUBLIC WORKS & SAFETY


Baron R. Biedenweg, Director
of Public Works


Cosette R. Simon, Director
of Finance


Lawrence D. Consalvos, Director
of Public Safety

CONFIRMED
Board of Public Works & Safety


Cosette R. Simon
Board of Public Works & Safety

Attest:


Clerk

1% over	0.00%	over	0.00%	over	15.76%
1% under	4.26%	under	2.13%	under	0.00%

TITLE OF ORDINANCE Contract for Street Lighting Res. 194-87, Winterset St.DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OR ORDINANCE The Contract for Street Light Res. 194-87,
Winterset Addition is for Ornamental Lighting system more specifically
defined as: Blue Mist Road from Night Fall Road to the Northern
Terminus, Winterset Road from Winchester Road to the East property
line of lots #11-#12 Winterset Addition Section 1, Night Fall Road
from Winchester Road to the East property lines of lots #21-#22
Winterset Addition Section 1 inclusive. The Weikel Line Company is
the Contractor.

*S-87-04-66*EFFECT OF PASSAGE Ornamental Street Lighting at above area

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$12,525.05

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-04-66

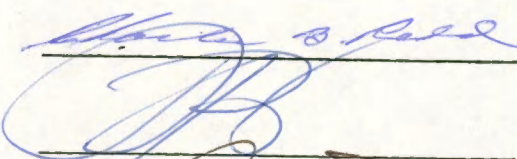
REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) ~~XXXXXXXXXX~~ (RESOLUTION) approving the Contract
for Street Lighting Res. 194-87, Winterset Street, between The
Weikel Line Company and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety :

HAVE HAD SAID (ORDINANCE) ~~XXXXXXXXXX~~ (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~XXXXXXXXXX~~ RESOLUTION)

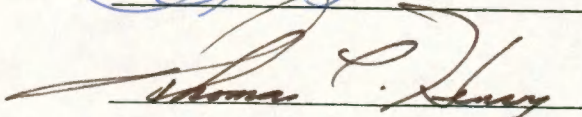
YES

NO

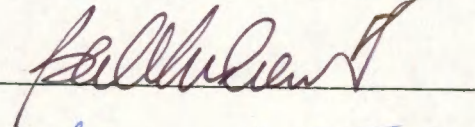


CHARLES B. REDD
CHAIRMAN

PAUL M. BURNS
VICE CHAIRMAN



THOMAS C. HENRY



BEN A. EISBART



SAMUEL J. TALARICO

CONCURRED IN 5-12-87

SANDRA E. KENNEDY
CITY CLERK